

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Carlyne Desir

Plaintiff(s)

vs.

MAGISTRATE JUDGE JAMES ORENSTEIN
CV 18-2630 (ENV)

Florida Capital Bank, N.A., THE BANK OF NEW YORK Mellon FKA The Bank New York, (CWALT 2006-31CB), Bank of America, Bayview Loan Servicing, LLC, Frenkel Lambert Weiss Weisman & Gordon, LLP, STEWART TITLE, JP MORGAN CHASE BANK, N.A, and Mortgage Electronic Registration Systems, Inc. (MERS)

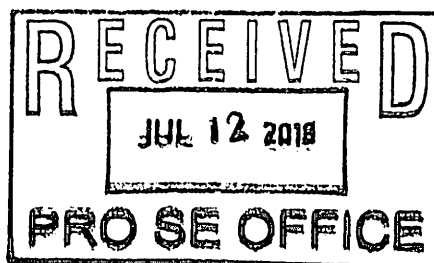
Defendant(s)

OPPOSITION, OBJECTION AND STRIKE TO NOTICE OF MOTION TO DISMISS THE COMPLAINT;; NOTICE TO PRO SE LITIGANT;; MEMORANDUM OF LAW;; DECLARATION OF MICHAEL E. AUERBACH, ESQ.; AND CERIFICATE OF SERVICE AND ORDER

Pro se litigants' court submissions are to be construed liberally and held to less stringent standards than submissions of lawyers. If the court can reasonably read the submissions, it should do so despite failure to cite proper legal authority, confusion of legal theories, poor syntax and sentence construction, or litigant's unfamiliarity with rule requirements. **Boag v. MacDougall**, 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982); **Estelle v. Gamble**, 429 U.S. 97, 106, 97 S.Ct. 285, 50 L.Ed.2d 251 (1976)(quoting **Conley v. Gibson**, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957)); **Haines v. Kerner**, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); **McDowell v. Delaware State Police**, 88 F.3d 188, 189 (3rd Cir. 1996); **United States v. Day**, 969 F.2d 39, 42 (3rd Cir. 1992)(holding pro se petition cannot be held to same standard as pleadings drafted by attorneys); **Then v. I.N.S.**, 58 F.Supp.2d 422, 429 (D.N.J. 1999).

ANY/All documents filed by McCalla Raymer Leibert Pierce, LLC attorneys on the records in this instant case CV 18-2630 and authenticated by attorneys for JP MORGAN CHASE BANK, N.A, are inadmissible.

Supreme Court Rulings "An attorney for the plaintiff cannot admit evidence into the court. He is either an attorney or a witness". (**Trinsey v. Pagliaro** D.C.Pa. 1964, 229 F. Supp. 647). "Statements of counsel in brief or in argument are not sufficient for motion to dismiss or for summary judgment," **Trinsey v. Pagliaro**, D. C. Pa. 1964, 229 F. Supp. 647." **McCalla Raymer Leibert Pierce, LLC** Attorneys statements are hearsay, counsels do not have personal knowledge of the note, mortgage deed or my property 1192 E46th Street Brooklyn New York 11234 and foreclosure case: 507782/2015.



*Rec'd
7/17/18
(S)*

Carlyne Desir files this Opposition, Objection and Strike to NOTICE OF MOTION TO DISMISS THE COMPLAINT;, NOTICE TO PRO SE LITIGANT;, MEMORANDUM OF LAW;, DECLARATION OF MICHAEL E. AUERBACH, ESQ.; AND CERIFICATE OF SERVICE and states follow: All Answers correspond to the numbered paragraphs for the NOTICE OF MOTION TO DISMISS THE COMPLAINT;, NOTICE TO PRO SE LITIGANT;, MEMORANDUM OF LAW;, DECLARATION OF MICHAEL E. AUERBACH, ESQ.; AND CERIFICATE OF SERVICE. All allegations of McCalla Raymer Leibert Pierce, LLC, attorneys statements and claims are denied unless expressly admitted herein.

I Carlyne Desir have personal firsthand knowledge of the facts and competent to testify to the true of the following facts if call in witness. Carlyne Desir does hereby solemnly swear, declare, and state the facts on the record:

1. Claims in **NOTICE OF MOTION TO DISMISS PURSUANT TO FED.R.CIV.P.41(b), 12(b)(1), AND 12(b)(6).** Carlyne Desir object, strike and denies ALL allegations. Inadmissible hearsay. Supreme Court Rulings “**An attorney for the plaintiff cannot admit evidence into the court. He is either an attorney or a witness**”. (Trinsey v. Pagliaro D.C.Pa. 1964, 229 F. Supp. 647). “Statements of counsel in brief or in argument are not sufficient for motion to dismiss or for summary judgment,” Trinsey v. Pagliaro, D. C. Pa. 1964, 229 F. Supp. 647.” I have NOT seen any evidence to support any allegations to the contrary, and I believe no such evidence exists.

2. Claims in **NOTICE TO PRO SE LITIGANT PURSUANT TO LOCAL CIVIL RULE 12.1.** Carlyne Desir object, strike and denies ALL allegations. Inadmissible hearsay. I have NOT seen any evidence to support any allegations to the contrary, and I believe no such evidence exists.

3. Claims in **MEMORANDUM OF LAW.** Carlyne Desir object, strike and denies ALL allegations. Inadmissible hearsay. McCalla Raymer Leibert Pierce, LLC IS NOT a competent witness with first hand personal knowledge. JP MORGAN CHASE BANK, N.A, accuser Defendant need to testify to the facts. “competent fact witness” (ie: someone with first hand knowledge who can take the stand under oath). Mach-Tronics, Inc. v. Zirpoli, 316 F.2d 820 (9 Cir. 1963). . I have NOT seen any evidence to support any allegations to the contrary, and I believe no such evidence exists.

4. Claims in **DECLARATION OF MICHAEL E. AUERBACH, ESQ. IN SUPPORT OF DEFENDANTS’ MOTION TO DISMISS THE COMPLAINT PURSUANT TO FED.R. CIV.P. 41(b), 12 (b)(1) AND 12(b)(6).** Carlyne Desir object, strike and denies ALL allegations. Inadmissible hearsay. McCalla Raymer Leibert Pierce, LLC IS NOT a competent witness with first hand personal knowledge. JP MORGAN CHASE BANK, N.A, accuser Defendant need to testify to the facts. “competent fact witness” (ie: someone with first hand knowledge who can take the stand under oath). Mach-Tronics, Inc. v. Zirpoli, 316 F.2d 820 (9 Cir. 1963).

5. Claims in **ORDER**. Carlyne Desir object, strike and denies ALL allegations. Inadmissible hearsay. I have NOT seen any evidence to support any allegations to the contrary, and I believe no such evidence exists.

6. Based upon information received by an expert mortgage audit report and my research, JP MORGAN CHASE BANK, N.A failed to give consideration for the loan, consideration must exist and be tender to support the note. No consideration was given by JP MORGAN CHASE BANK, N.A for the loan amount of \$83,000, 00, violations of Truth in Lending Act and Real Estate Settlement Procedures Act (RESPA). CPA audit is Fraud and GAAP Violations. JP MORGAN CHASE BANK, N.A committed FRAUD and Unjust enrichment. No evidence to show alleged borrower Carlyne Desir was ever giving any money or borrowed money base on the loan agreement. JP MORGAN CHASE BANK, N.A knew the property was PAID IN FULL at closing and JP MORGAN CHASE BANK, N.A did not fund the alleged loan. My signature monetized the original promissory note. Contract agreement was breached by JP MORGAN CHASE BANK, N.A.

7. CHASE used Fraud as trickery, deceit, intentional misrepresentation, concealment, or nondisclosure for the purpose of inducing Plaintiff to part with something of value. The agreement was not for Carlyne Desir Plaintiff to fund the loan or give cash value to the alleged loan. JP MORGAN CHASE BANK, N.A deposited my asset in one account and a liability in another account. General Accepted Accounting Principles (GAAP) and Federal Reserve Publication two loans were exchange. Carlyne Desir did not agree to swap or exchange. The IOU was an exchanged for IOU, the two IOU cancel out each other. Should the one who funded the loan be repaid the money per GAAP? The party who funded the loan Per GAAP is to be repaid the money. Carlyne Desir funded the loan, which the bank still has not repaid me for!? **Affidavit of expert witness Walker F. Todd. STATE OF MICHIGAN. IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND.) BANK ONE, N.A.,) Case No. 03-047448-CZ.) Plaintiff,.) Hon. E.. Sosnick.** Furthermore, Truth in Lending Act (TILA) requires full disclosures by law, loan was securitized and insure with default mortgage insurance. Every contract must be enter into knowingly, voluntarily, and intentionally by both parties and it is void and enforceable. I'm the creditor because I put up the security for the alleged loan.

8. Defendant was involved and caused plaintiff Carlyne Desir harm and violated plaintiff's rights by the following facts.

Bad faith (intent to deceive) and **FRAUD** (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party. False suit, false act. Defendant collected debt/loan, money (monthly payments) from Plaintiff on the basis of fraud.

Defendant Chase specific allegations of wrongdoing:

1. Misrepresentation of a material fact (credit not loan, **TILA Exhibit A**)
2. Knowledge on the part of the accused that they were misrepresenting the fact

3. The misrepresentation was made purposefully, with the intent of fooling the victim plaintiff Carlyne Desir
4. The victim Plaintiff Carlyne Desir believed the misrepresentation and relied upon it
5. The victim Plaintiff suffered damages as a result of the misrepresentation
6. Concealed material facts from plaintiff Carlyne Desir
7. Failure of consideration to plaintiff, NO LOAN for \$83,000, 00. Plaintiff signature monetize the original promissory note.
8. JP MORGAN CHASE BANK, N. collected monthly payments from plaintiff for a loan Chase did not give and reported on plaintiff credit report they give a loan which was false (**credit report Exhibit B**).
9. Plaintiff Truth in Lending Act (TILA) disclosure shows credit, no loan
10. Chase advertises on their website for "home loan" not credit. My understanding was that I was getting a loan (**advertisement Exhibit C**).
11. FRAUD
12. An Unrebutted Affidavit stands as Truth

Courts have defined fraud as trickery, deceit, intentional misrepresentation, concealment, or nondisclosure for the purpose of inducing another to part with something of value. It also includes false representation of a matter of fact by words or conduct or by the concealment of what should have been disclosed that deceives or is intended to deceive another so he shall act upon it to his legal injury. *See In re E.P.*, 185 S.W.3d 908 (Tex. App. Austin 2006).

Carlyne Desir gave cash value to the alleged loan, fraudulent contract, breach of contract and fiduciary duties, failure of consideration and my signature monetize the original promissory note. Credit by booking entry, General Accepted Accounting Principles (GAAP) and Federal Reserve Publication two loans were exchange, Carlyne Desir did not agree to swap or exchange, the IOU was an exchanged for IOU, the two IOU cancel out each other, Unjust enrichment, securitization, Mortgage default insurance to secure the lender against non-payment of loan. CPA audit is Fraud and GAAP Violation, Truth In Lending Act, Real Estate Settlement Procedures Act (RESPA) Fair credit reporting Act (FCRA) and Fair Debt Collection Practices Act (FDCPA) and UCC violations, Contract void and enforceable. **FRAUD:** Fraudulent concealment, unjust enrichment, fraudulent conversion, misrepresentation of a material fact, false pretense, theft, fraud in the inducement, fraud by concealment, actual or constructive fraud, fraud in the execution, mail fraud, perjury, false statements, false representation, promissory fraud, illegal consideration, extortion, RICO, frivolous, fiduciary (bank fiduciary responsibility in the borrower's transaction account), counterfeit, forgery, signature, bona fide, failure of consideration, white collar crime, unfair trade practices, larceny, larceny by deception, trick, legal fraud, good faith, bad faith, monopoly, moneychanger, loan, exchange, legal, and lawful. I have NOT seen any evidence to support any allegations to the contrary, and I believe no such evidence exists.

Plaintiff is entitled to the damages and other relief sought by the court. Damages are continuing at the present time in connection with alleged loan and my property 1192 E46th Street Brooklyn NY 11234.

Plaintiff Carlyne Desir seeks damages and accounting to resolve the rights and responsibilities under the facts. By defendant actions, defendants intentionally inflicted emotional distress on plaintiff. Defendant has intentionally cause me emotional distress, caused plaintiff suffering, mental and emotional distress. As a result of Conduct, Carlyne Desir has been injured. This damages my reputation intentionally, recklessly and with malice, spite and ill will. Border Collie Rescue, Inc. v. Ryan , 418 F. Supp. 2d 1330 (2006).

Damages are continuing at the present time: fraud as trickery, deceit, intentional misrepresentation, concealment, or nondisclosure for the purpose of inducing another to part with something of value continuing at the present time with prosecution of an unlawful foreclosure action. It also includes false representation of a matter of fact by words or conduct or by the concealment of what should have been disclosed that deceives or is intended to deceive another so he shall act upon it to his legal injury. Defendants Breach of contract and fiduciary duties. This financial and emotional distress has caused me insomnia, depression and anxiety. By defendant actions, defendant intentionally inflicted emotional distress on plaintiff. All defendant has intentionally cause me financial distress, caused plaintiff suffering, mental and emotional distress.

WHEREFORE, Chase MORTGAGE WAS PAID IN FULL at closing. The party who funded the loan Per GAAP is to be repaid the money. Carlyne Desir funded the loan, which the Chase still has not repaid Plaintiff for. Carlyne Desir gave cash value to the alleged loan. Fraudulent contract, breach of contract and fiduciary duties, failure of consideration and my signature monetize the original promissory note. Credit by booking entry, General Accepted Accounting Principles (GAAP) and Federal Reserve Publication two loans were exchange, Carlyne Desir did not agree to swap or exchange, the IOU was an exchanged for IOU, the two IOU cancel out each other, Unjust enrichment, securitization, Mortgage default insurance to secure the lender against non-payment of loan (TILA Exhibit attached), CPA audit is Fraud and GAAP Violation, Truth In Lending Act, Real Estate Settlement Procedures Act (RESPA) Fair credit reporting Act (FCRA) and Fair Debt Collection Practices Act (FDCPA) and UCC violations. Contract void and enforceable. **FRAUD:** Fraudulent concealment. unjust enrichment. fraudulent conversion. misrepresentation of a material fact. false pretense. theft. fraud in the inducement. fraud by concealment. actual or constructive fraud. fraud in the execution. mail fraud. perjury. false statements. false representation. promissory fraud. illegal consideration. extortion. RICO. frivolous. fiduciary (bank fiduciary responsibility in the borrower's transaction account). counterfeit. forgery. signature. bona fide. failure of consideration. white collar crime. unfair trade practices. larceny. larceny by deception. trick. legal fraud. good faith. bad faith. monopoly. moneychanger. loan. exchange. legal. and lawful. No evidence to show alleged borrower Carlyne Desir was ever giving any money or borrowed money base on the loan agreement.

Defendant Chase has caused plaintiff suffering. mental. emotional distress and damages continuing at the present time with alleged loan connection. Carlyne Desir has been injured. This damages my reputation intentionally. recklessly and with malice. spite and ill will. Plaintiff demands judgment in the sum of \$1,000,000 plus all costs of this action

and such other relief that this court deems to be appropriate.

Plaintiff, has yet to see any lawful proof of claim that the alleged Note is a unilateral contract with no Duty or Performance signature by Defendant Chase to provide any consideration whatsoever to Plaintiff Carlyne Desir. Until such a time that defendant Chase comes forth with proof by providing original wet ink contract and agrees to provide such lawful proof under oath, alleged loan is fraud. UCC article 8 entitlement, Kickbacks under 2607 of Title 12 RESPA, California Civil code 2941 release lien. Adverse claim 8-102. Plaintiff Carlyne Desir seeks damages and for an accounting to resolve the rights and responsibilities under the facts.

The collection of any alleged loan or debt after being PAID IN FULL by my promissory note, default mortgage insurance and loan Securitized (paid in full by investors) would be a case of unjust enrichment, and fraud on the consumer and fraud on the court foreclosure Case 507782/2015 in connection with Chase alleged loan and my property 1192 E46th Street Brooklyn NY 11234.

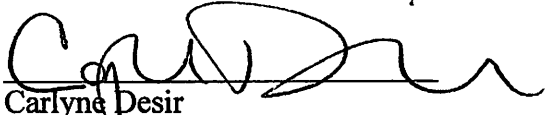
ANY/All documents filed by McCalla Raymer Leibert Pierce, LLC attorneys on the records in this instant case CV 18-2630 and authenticated by attorneys for JP MORGAN CHASE BANK, N.A, are inadmissible. **It is the duty of the court to disallow statements of counsel as evidence.** Supreme Court Rulings “An attorney for the plaintiff cannot admit evidence into the court. He is either an attorney or a witness”. (Trinsey v. Pagliaro D.C.Pa. 1964, 229 F. Supp. 647). “Statements of counsel in brief or in argument are not sufficient for motion to dismiss or for summary judgment,” Trinsey v. Pagliaro, D. C. Pa. 1964, 229 F. Supp. 647.” McCalla Raymer Leibert Pierce, LLC Attorneys statements are hearsay, counsels do not have personal knowledge of the note, mortgage or my property 1192 E46th Street Brooklyn New York 11234 and foreclosure case: 507782/2015.

Pro Per and pro se litigants should therefore always remember that the majority of the time, the motion to dismiss a case is only argued by the opposing attorney, who is not allowed to testify on the facts of the case, the motion to dismiss is never argued by the real party in interest.

I have NOT seen any evidence to support any allegations to the contrary, and I believe no such evidence exists.

I Carlyne Desir declare under penalty of perjury that the foregoing is true and correct. The declaration is executed in Kissimmee FL July 1, 2018.

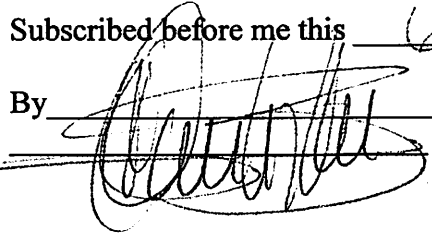
IN WITNESS WHEREOF, this OPPOSITION, OBJECTION AND STRIKE TO NOTICE OF MOTION TO DISMISS THE COMPLAINT;; NOTICE TO PRO SE LITIGANT;; MEMORANDUM OF LAW;; DECLARATION OF MICHAEL E. AUERBACH, ESQ.; AND CERIFICATE OF SERVICE AND ORDER and SUPPORTING AFFIDAVIT is executed under seal on the 5 day of July 2018.



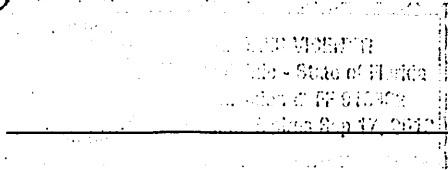
Carlyne Desir

without prejudice UCC 1-308/1-207 reserving all my rights

Subscribed before me this 6 day of July, 2018.

By , Notary Public presented:
My Commission Expires

Executed in the presence of:



(Seal)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Carlyne Desir

Plaintiff(s)

MAGISTRATE JUDGE JAMES ORENSTEIN
CV 18-2630

vs.

Florida Capital Bank, N.A., THE BANK OF NEW YORK Mellon FKA The Bank New York, (CWALT 2006-31CB), Bank of America, Bayview Loan Servicing, LLC, Frenkel Lambert Weiss Weisman & Gordon, LLP, STEWART TITLE, JP MORGAN CHASE BANK, N.A, and Mortgage Electronic Registration Systems, Inc. (MERS)

Defendant(s)

AFFIDAVIT OF JP MORGAN CHASE BANK, N.A.,

The undersigned affiant, being duly sworn on oath, deposes and says:

That he/she is an officer of JP MORGAN CHASE BANK, N.A, that hold the promissory note of Carlyne Desir in the original, principal amount of \$83,000.

That he/she, as an officer of JP MORGAN CHASE BANK, N.A, holding said note, has the authority to execute this affidavit on behalf of JP MORGAN CHASE BANK, N.A, and to bind the same to its provisions.

The loan agreement has the following terms:

JP MORGAN CHASE BANK, N.A, follows GAA P (Generally Accepted Accounting Principles). The intent of the loan agreement is that the party who funded the loan, per bookkeeping entries, is to be repaid the money loaned. According to the bookkeeping entries, JP MORGAN CHASE BANK, N.A, used their money as adequate consideration to purchase the promissory note of Carlyne Desir. The promissory note was not used as value to give value to a check or similar instrument or checking account. I affirm that I understand the terms and conditions of the loan agreement.

Signed under penalty of perjury

Signature of Officer

Officer Print Name

Sworn to and subscribed before me this ___ of _____ My commission Expires

EXHIBIT A



CLOSED-END NOTE (FIXED RATE)

JPMorgan Chase Bank, N.A.
C/O Chase Home Finance LLC
250 West Huron Road
Cleveland OH, 44113-1406

Date: June 22, 2006
Account No.: 0917946080
Ref. No.: 061521401030

PAID IN FULL

1192 EAST 46 STREET, BROOKLYN, NY 11234-1406

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 83,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is JPMorgan Chase Bank, N.A.. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

Truth in Lending Disclosure Statement

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of <u>credit</u> as a yearly rate.	The dollar amount the <u>credit</u> will cost me.	The amount of <u>credit</u> provided to me or on my behalf.	The amount I will have paid after I have made all scheduled payments.
8.510 %	\$ 96,447.13	\$ 82,600.50	\$ 179,047.63

Variable Rate: This transaction does not contain a Variable Rate feature.

Payment Schedule:		
No. of Payments	Amount of Payments	When Payments are Due - Monthly Beginning on
179	635.26	July 23, 2006
1	65,336.09	June 23, 2021

Late Charge: If a payment is more than 15 days late, I will pay a late charge in an amount equal to 5.00 % of the total regularly scheduled payment.

Security: This loan is secured by my property located at:
1192 EAST 46 STREET, BROOKLYN, NY 11234-1406

Property Insurance: You may obtain hazard and flood insurance from any company you choose that is acceptable to the lender.

Prepayment: If I pay off early, I will not have to pay a penalty. I will not be entitled to a refund of part of the finance charges if I prepay.

Assumption: Someone buying my home will not be allowed to assume the remainder of the mortgage and note at the original terms.

See contract documents and the remainder of this document, for any additional information about non-payment, default, the right to require repayment in full before the scheduled date, and prepayment refunds and penalties.

2. INTEREST

Interest will be charged on the unpaid principal until the full amount of principal has been paid. Interest will be computed and charged from one scheduled payment due date to the next without

EXHIBIT B



Prepared for: **CARLYNE DESIR**
 Date: **February 26, 2015**
 Report number: **0793-2881-94**

Page 7 of 14

Four accounts that may be considered negative (continued)

SPR ND ND ND ND ND ND ND ND
 APR ND ND ND ND ND ND ND ND 0

Between Feb 2013 and Sep 2013, your credit limit/high balance was \$27,800

CHASE MTG

PO BOX 24696
 COLUMBUS OH 43224
 Phone number
 (800) 848 9136
 Partial account number
 465091794....
 Address identification number
 0699331434

Date opened
 Jun 2006
 First reported
 Jul 2006
 Date of status
 Nov 2012

Type
 Mortgage
 Terms
 1 Years
 Monthly
 payment
 Not reported

Credit limit or
 original amount
 \$83,000
 High balance
 Not reported

Recent balance
 Not reported

Responsibility
 Individual

Status

Paid in settlement. \$79,823 written off. *
 This account is scheduled to continue on record until Aug 2017.

Comment:

Account paid in full for less than full balance
 This item was updated from our processing of your dispute in Jan 2012.

Payment history

2012 2011 2010 2009
 NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN
 [Icons: ND, OK, etc.]
 2008 2007 2006
 MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL
 [Icons: OK, etc.]

CITI CARDS/CITIBANK

PO BOX 6241
 SIOUX FALLS SD 57117
 Phone number
 (800) 843 0777
 Partial account number
 542418078987....
 Address identification number
 0074892856

Date opened
 Jul 1999
 First reported
 Jul 1999
 Date of status
 Nov 2009

Type
 Credit card
 Terms
 Not reported
 Monthly
 payment
 Not reported

Credit limit or
 original amount
 \$3,970
 High balance
 \$4,487

Recent balance
 Not reported

Responsibility
 Individual

Status

Paid, Closed.

Payment history

2009 2008 2007 2006
 NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN
 [Icons: CLS, OK, etc.]
 2005 2004 2003 2002
 MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC
 [Icons: OK, etc.]

0254931505

EXHIBIT C



Get the right home loan for your needs

Get prequalified—Start online >

Take advantage of today's mortgage rates.

You could prequalify for one of our many [loan programs](#), and you can feel confident in your home financing decisions with step-by-step guidance from an experienced Home Lending Advisor.

**Take the first step and get prequalified.
Find out how much home you can afford.**

Start online

Some of our products and features might be different depending on your location.

With your ZIP code, we can make sure the information you see is accurate.

ZIP code

Next

Purchase rates

≡<%= timestampvalue %>
[Get a rate & payment estimate](#)



Loan type Rate APR

30-yr fixed XXX%XXX%

15-yr fixed XXX%XXX%

7/1 ARM XXX%XXX%

5/1 ARM XXX%XXX%

Rates shown not available in all states. Rates are representative and rounded to nearest point. Actual rates may vary.

How much home can you afford?

Take the first step and get prequalified.

Call a Chase Home Lending Advisor

1-877-277-3504

Click

Start online

Come in

Find a Home Lending Advisor

Want to know your mortgage payment?

Get an interest rate and payment estimate with this simple calculator. Compare types of mortgages that may work best for you.

Loan purpose 

Choose one

CHASE 



Loan amount 

\$

State

Choose one

Reset

Calculate

Results of the mortgage affordability estimate/prequalification are guidelines; the estimate is not an application for credit and results do not guarantee loan approval or denial.

Tools and calculators are provided as a courtesy to help you estimate your mortgage needs. Results shown are estimates only. Speak with a Chase Home Lending Advisor for more specific information. Message and data rates may apply from your service provider.

Home lending products offered by JPMorgan Chase Bank, N.A.

"Chase," "JPMorgan," "JPMorgan Chase," the JPMorgan Chase logo and the Octagon Symbol are trademarks of JPMorgan Chase Bank, N.A. JPMorgan Chase Bank, N.A. is a wholly-owned subsidiary of JPMorgan Chase & Co.

[Privacy](#) [Security](#) [Terms of use](#) [Accessibility](#) [Help for homeowners](#) [Site map](#) [AdChoices](#)

Member FDIC Equal Housing Lender

© 2018 JPMorgan Chase & Co.